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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **O.M.P.(EFA)(COMM.) 1/2026**

PRODIGY FINANCE CM2021-1DACDecree Holder

Through: **Mr. Angad Kochhar and Mr.
Himanshu Setia, Advs.**

versus

ABHISHEK GUPTAJudgement Debtor

Through: **Respondent in person.**

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

13.03.2026

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1. The present Enforcement Petition, under Sections 47 and 49 of the Arbitration & Conciliation Act, 1996, seeks enforcement of Award dated 21.03.2023 passed by the learned Sole Arbitrator.
2. The Decree Holder is duly represented by its learned counsel, and the Respondent is present in person. They jointly submit that they have entered into a settlement and have handed over a copy of the draft consent terms as agreed between the parties.
3. Upon a pointed query from this Court as to whether the Respondent is willing to abide by the terms of the draft consent terms, he accords his unconditional consent.
4. As per the consent terms handed over, the parties have agreed to settle the matter in the following terms:

“1. The Respondent shall pay to the Petitioner a sum of USD 28,122 (United States Dollars Twenty-Eight Thousand One Hundred and Twenty Two only) towards full and final settlement of all amounts being claimed by the Petitioner pursuant to and



under the Award dated 21.03.2023.

2. The sum of USD 28,122, being the Settlement Amount, shall be paid in the following manner:

(a) the total amount of USD 28,122 (United States Dollars Twenty-Eight Thousand One Hundred and Twenty Two only) shall be paid by the Respondent to the Petitioner by way of wire transfer in seventeen (17) equal monthly instalments of USD 1,654.23 (United States Dollars One Thousand Six Hundred Fifty-Four and Twenty-Three Cents only) each, commencing on 20.04.2026 and continuing on the 20th day of each succeeding month until full payment, with the final instalment falling due on 20.08.2027.

(b) Each monthly instalment of USD 1,654.23 (United States Dollars One Thousand Six Hundred Fifty-Four and Twenty-Three Cents only) shall be paid on or before the 20th day of each month, by way of wire transfer, to the following bank account of the Petitioner. All applicable bank charges, remittance fees, intermediary bank charges, and any other transactional costs (if any) shall be exclusively borne by the Respondent, such that the Petitioner receives the full instalment amount without any deductions.

Bank: HSBC London

Account name: Prodigy Repayments Ltd

Account number: 84063404

Sort code: 401276

IBAN: GB18HBUK40127684063388

SWIFT code: HBUKGB4B

Reference: PF90008909

3. The Respondent agrees that in the event of any default in payment of the Settlement Amount of USD 28,122 by the Respondent, within the above time frame of 17 months commencing from 20.04.2026, the entire outstanding sum as claimed in the captioned Enforcement Petition, in terms of final Award dated 21.03.2023, shall forthwith become due and payable.

4. On payment of the Settlement Amount of USD 28,122, the liability of the Respondent under Loan Agreement No. PDGUS121183 dated 12.03.2019 and Award dated 21.03.2023 shall stand extinguished.

5. The captioned Enforcement Petition be disposed off in the above terms.”



5. Parties jointly agree to abide by the aforementioned terms.
6. Accordingly, the present Petition, along with all pending application(s), if any, is disposed of in view of the above referred settlement terms.

HARISH VAIDYANATHAN SHANKAR, J.

MARCH 13, 2026/JYH/va